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Invitation for Sealed Bids	
<b>Solicitation name/number</b>	Painting Services Q2404
<b>Upload responses by</b>	11:00 a.m. on October 19, 2023 (as KCDC's clocks show)
<b>Upload your response to</b>	<a href="https://vrapp.vendorregistry.com/Account/LogOn">https://vrapp.vendorregistry.com/Account/LogOn</a> (Can also be accessed via KCDC's webpage)
<b>Questions</b>	<b>KCDC will not accept questions via telephone.</b> Post questions to <a href="https://vrapp.vendorregistry.com/Account/LogOn">https://vrapp.vendorregistry.com/Account/LogOn</a> by 6:00 p.m. on October 12, 2023.
<b>Award results</b>	KCDC posts the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a> .
<b>Open Records/Public Access to Documents</b>	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
<b>Check KCDC's webpage for addenda and changes before submitting your response.</b>	



**1. Background and Intent**

- a. Knoxville's Community Development Corporation ("KCDC") is the public housing authority for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes more than 26 properties with approximately 3,600 dwelling units. In addition to operating its public housing apartments, KCDC oversees approximately 4,097 Section 8 Vouchers and 76 Moderate Rehabilitation units. Additionally, KCDC serves as the redevelopment agency for the City of Knoxville, managing redevelopment areas, TIFs, and PILOTs.
- b. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "contractors," "firms," "proposers" and "vendors."
- c. This solicitation's goal is to have up to three suppliers under contract to perform exterior and interior painting services for KCDC as needs arise. Site managers will contact the successful suppliers to request services. The supplier will provide all equipment, supplies and paint necessary to complete this work.
- d. If KCDC makes multiple awards, supplier costs, expertise, work quality and completion timelines will factor into award of specific assignments.
- e. Typically, KCDC will not use this solicitation for projects if the cost exceeds \$25,000. However, KCDC does reserve the right to do so if it is in KCDC's best interest.
- f. See the Scope of Work section for the technical details

**2. Bonding**

The proposer's employees must be bonded as they will be alone in the residents' apartments. Proof of the bond must be supplied to KCDC prior to work commencement.

**3. Changes after Award**

It is possible that after award KCDC will need to revise the requirements specified herein. KCDC reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept or reject and negotiate these charges. Generally, such changes will not be of a "cardinal" nature.

**4. Codes and Ordinances**

All work covered is to be performed in full accord with national, state and local codes, ordinances and orders that are in effect at the time the work is performed.

5. **Contact Policy**

**Only** contact KCDC's Procurement Division about this solicitation from the issuance of this solicitation until award. Information obtained from an unauthorized officer, agent, or employee will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the resulting award for this project. Such contact can disqualify the supplier from the solicitation process.

6. **Damage**

The supplier is responsible for all damage to buildings, equipment, grounds, premises and all other types of potential damage resulting from the provision of the services requested herein.

7. **Employees**

Supplier will:

- a. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so owner's staff can communicate effectively with them.
- b. Ensure that employees have proper identification displayed while on the job site. Employees, while on site, must wear a company uniform or have photo identification displayed.
- c. Employee's parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.

8. **Entrance to Sites**

Supplier's employees are not to be on KCDC premises unless they are working on a KCDC project. Acquaintances, family members, assistants or any person not working on KCDC's behalf will not accompany employees on KCDC sites.

9. **Equipment**

Supplier shall provide all necessary equipment, materials, supplies, et cetera needed for the work. Include the cost for such equipment, materials and supplies in the price quoted. KCDC staff is not to be asked for the loan of equipment.

10. **Evaluation**

- a. KCDC will evaluate this as a formal sealed bid and the award is to the "lowest and best" bidders. KCDC alone determines (using the National Institute of Governmental Procurement's definition and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical ability to perform the requirements of the solicitation and subsequent contract.

- b. A responsive bid is one that fully conforms in all material respects to the solicitation document and its requirements, including all form and substance.
- c. KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business ability information.

#### 11. **General Instructions to Suppliers**

KCDC's General Instructions to Suppliers are at [www.kcdc.org](http://www.kcdc.org). Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions found in KCDC's "General Instructions to Suppliers." The following paragraphs in the General Instructions to Suppliers do not apply: 17, 47a, 47c, 47d and 47e.

#### 12. **Insurance**

- a. See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email [procurementinfo@kcdc.org](mailto:procurementinfo@kcdc.org) detailing any requested changes before this solicitation's due date. The supplier will include all insurance costs in the base bid.
- b. Note that KCDC's Insurance Appendix has changed and now requires your signature as well as that of your insurance agent(s).
- c. Upon notice of intent to award, your insurance agent will email questions and the proposed Certificate of Insurance (COI) to [dmartin@kcdc.org](mailto:dmartin@kcdc.org) for review.

#### 13. **Invoicing/Ordering**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC does not have a legal obligation to pay for the work performed prior to the issuance of a purchase order.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may refuse invoices submitted after the 90-day threshold. KCDC prefers invoices arrive within 10 days following the end of the month in which goods or services were supplied.
- c. Most KCDC purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is exempt from the Federal Excise tax. However, suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209.
- d. Certain KCDC properties are not exempt from taxation and their invoices should include applicable taxes.

These are: Eastport LP, First Creek (Bell Street) LP, First Creek (Bell Street) 2 LP, First Creek (Bell Street) 3 LP, Five Points 1, LP; Five Points 2, LP; Five Points 3, LP; Five Points 4, LP; Lonsdale Homes, LP; Northridge Crossing, LP, The Vista at Summit Hill, LP and Western Heights, LP.

- e. The supplier pays all taxes incurred in the performance of an awarded contract. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.
- f. KCDC pays by electronic transfer (ACH) only. Suppliers' accounts receivable staff must use KCDC's portal to find payments made and to which invoices they apply. Suppliers may set up KCDC's portal so that they receive an email with each payment detailing the amount and invoice paid.
- g. Invoices must:
  - Be numbered
  - Show a date that is after the work is complete or goods delivered
  - List the purchase order number
  - Breakdown pricing according to the award structure
  - Reference the bid number
  - Reference the site and apartment number serviced
- h. KCDC wants all invoices emailed to [apadmin@kcdc.org](mailto:apadmin@kcdc.org) . You may copy the requestor on the email. Do not send invoices by any other means.

#### 14. Length of Award

The length of the contract will be twelve months with four optional annual renewals that KCDC may exercise at its discretion.

#### 15. Licensure

- a. Suppliers must be properly licensed by the State of Tennessee and all other authorities having authority. Throughout the term of this contract, the supplier shall keep the required licensure.
- b. In addition to any City or County licenses that may be required, all suppliers must be licensed contractors as required by the "Contractor's Licensing Act of 1994" as mandated by the State of Tennessee. The supplier must have the necessary licensing classifications as required by the Rules of the Tennessee Board for Licensing General Contractors.
- c. Throughout the term of this award, the supplier shall maintain the required licenses.

## 16. Price Structure

- a. At the end of each twelve-month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. Such increases must be supported by changes to the PPI for Knoxville or other such benchmark acceptable to KCDC. The supplier must provide proof of the necessity of the increase to the Procurement Division. KCDC will decide whether to accept a price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the supplier may:
  1. Continue with the existing pricing.
  2. Suggest an alternative price increase.
  3. End the award.
- b. KCDC does not pay fuel surcharges.
- c. Suppliers may decrease prices at any time with or without notice.

## 17. Renovation, Repair and Painting Rule

- a. Suppliers performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. When work is occurring at a site, the supplier must submit proof of the applicable certification before beginning work. The supplier will keep such certification current throughout the life of the award.
- b. Not all KCDC sites are subject to RRP rules since some of KCDC's sites were built after 1978, some sites have been remediated and some sites are exempt. However, some of KCDC's sites may have lead paint issues and the supplier must be prepared to deal with these sites.
- c. Accordingly, as a site requests service, the supplier must inquire with each order as to the lead-based paint status of the site requesting the work.
- d. To the best of KCDC's knowledge RRP applies to this work: Yes  No
- e. More information is at:
  1. HUD's website:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/training/rrp/rrp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/training/rrp/rrp)
  2. State of Tennessee's website:

<https://www.tn.gov/environment/toxic-substances-program/lead-hazard-program/lead-based-paint-abatement.html>

- f. Some of KCDC's sites have asbestos containing materials. KCDC will advise the supplier when work is to be conducted in such areas. Suppliers must either have asbestos training/certifications or have ready access to an asbestos abatement company.

#### **18. Safety/OSHA Guideline Compliance**

- a. The safety of the public is of prime concern to KCDC, and all costs associated are the responsibility of the supplier. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- b. The supplier will provide and place barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles as appropriate. This includes taking the necessary steps to exclude persons (residents, visitors, other suppliers) from entering work areas.
- c. The supplier shall ensure that the flow of vehicular traffic is impeded as little as possible during projects.
- d. If work is conducted in an area (such as sidewalks providing entrance/exit to a residence, office or other similar area) an alternate access plan must be provided for handicapped persons. For instance, if gravel is placed as a temporary solution, there must be an acceptable alternate route for those in wheelchairs.
- e. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expense, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- f. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site on commencement of contract.
- g. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

#### **19. Safety Data Sheets (SDS)**

Supplier will leave Safety Data Sheets (SDS) for covered items. Supplier ascertains that all products are properly labeled (including the appropriate hazardous material symbols).

#### **20. Security**

The successful supplier is responsible for providing all security for equipment, materials, personnel and tools required for this work. KCDC is not responsible for damage or losses to equipment, materials, personnel or tools.

**21. Small Business Outreach**

KCDC requires the successful supplier to reach out to small businesses, minority owned businesses and woman owned businesses for goods and subcontracted services to fulfill this award. In addition to the successful supplier reporting on dollars spent with such businesses each January, KCDC expects outreach that results in actual subcontracting arrangements with such suppliers.

**22. Smoke Free Policy**

KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. The policy mandates:

- No smoking on any KCDC property
- No e-vape or similar usage on any KCDC property
- The Smoke Free policy applies in personal or corporate vehicles on KCDC's property

**23. Storm Water and Street Ordinances**

The City of Knoxville's Storm Water and Street Ordinances apply to this solicitation. The successful supplier will comply with the City's ordinances. Compliance includes but is not limited to:

- a. Retaining all sediments on the project site using structural drainage controls. The cost of all drainage controls shall be considered incidental to the work.
- b. No construction or demolition related materials, wastes, spills, or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff.
- c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
- d. Eliminate erosion from slopes and channels by implementing Best Management Practices (BMPs) that may include, but are not limited to, limiting grading scheduled during the wet season, inspecting graded areas during rain events, planning and maintaining vegetation on slopes, and covering erosion susceptible slopes.
- e. Additional information about NPDES, BMPs, and Land Development Manual is on the City of Knoxville's Storm water Engineering Division webpage at: <http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>.
- f. Supplier is responsible for all work, remediation, repair, and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's Stormwater and Street Ordinances. If KCDC incurs costs because of such violations, the supplier shall reimburse KCDC for the cost. KCDC shall also charge a \$100 fee per violation for related administrative costs.

**24. Subcontractors**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Not be on the federal government, HUD's nor the State of Tennessee's debarment lists.
- d. Not be changed without owner's permission.

**25. Utilities**

- a. When work is at or in its apartments, KCDC does not normally supply utilities for suppliers because the residents pay their own utility bills. In such cases, the supplier will arrange for any necessary utilities.
- b. When work is at its office areas and other non-resident locations, KCDC will normally provide utilities for suppliers if they are currently available at the area.
- c. The supplier must ascertain the availability of utilities for this work prior to submitting a bid.

**26. Work Hours**

KCDC's work hours are Monday through Friday day from 7:30 a.m. until 4:00 p.m. and supplier work is normally performed during these hours. Afterhours work or work on Saturdays, Sundays or holidays requires KCDC's advance approval since KCDC staff is normally not present at those times.

**Work Description**

**27. Introduction**

While KCDC has maintenance technicians at each site, typically KCDC has one or more suppliers under contract to service its painting needs. This solicitation is to result in two types of services:

- a. Painting in KCDC apartments at an agreed to go rate for apartment size/location.
- b. Rates for non-apartment painting needs which are not defined by apartment size in the pricing chart herein.

**28. After Hours Work**

The supplier may wish to perform work during KCDC's non-working hours, on weekends or holidays. The Property Manager must approve all repairs, including afterhours work.

The supplier shall invoice at the rate of time-and-a-half based on the regular hourly labor rates cited on the pricing page herein.

**29. Cleanup and Precautions**

The supplier shall keep KCDC's premises free from accumulation of waste materials or rubbish caused by their operations. Upon completion of the work, the supplier shall remove all waste materials and rubbish from and around the facility. The supplier may not place trash, paint buckets or other debris in KCDC dumpsters or other trash facilities.

- a. The supplier shall remove any accidental spills and drippings of paint or finishes from all walls, windows, floors and finished surfaces that were not present before work commenced.
- b. The supplier will complete all work mindful of the convenience and safety of the residents. If there are complaints from occupants about fumes, smells, et cetera, the supplier will immediately cease work, ventilate the area and correct the problem. Such remedies will not incur cost for KCDC.
- c. The supplier will protect KCDC surfaces and other areas by covering with drop cloths or other type of covering, moving, masking or employing detailed application methods.
- d. The supplier will not clean their tools or equipment in KCDC's bathtubs, sinks or similar without the site manager's permission. If permission is granted, the bathtub or sink must be cleaned, and all paint residue removed.

**30. Ceilings**

- a. At times, KCDC will ask the supplier (only those holding certification for asbestos removal) to remove all popcorn textured ceilings throughout vacant units.
- b. Generally, however the supplier will not paint or otherwise disturb the popcorn ceilings. When desired by the site management team, the supplier will repair minor areas of popcorn to match existing. Should asbestos containing materials be present, the supplier will either not service these areas (if requested) and KCDC will arrange for their removal, or the supplier will hold proper licensure/certification to do so. When desired by the site management team, the supplier will skim coat the ceiling to make the ceiling smooth. This is to be specified as an additional cost.
- c. The popcorn ceilings at the four high rise sites (Cagle Terrace, Isabella Towers, Love Towers and Northgate Terrace) have asbestos. Suppliers will either not service these areas (if requested) or will hold proper licensure/certification to do so.
- d. The popcorn ceilings at Autumn Landing, Lonsdale Homes, Nature's Cove and a portion of Passport Homes' do not have asbestos.

- e. The successful supplier will not normally complete ceiling work at Autumn Landing and Nature's Cove. The price bid will not include ceiling work. When/if ceiling work is required; KCDC will pay separately for it.

**31. Estimates**

- a. The supplier will visit the potential job sites and submit accurate quotations before the work is authorized. If the quotation is accepted and the work is performed, the supplier's invoice shall not exceed the quote. Quotations must be provided within five business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job.
- b. Quotations must include, but are not limited to include:
  - Cost of labor
  - Cost of materials
  - Detailed description of the scope of work
  - Any required subcontracted services
- c. KCDC has thirty days to accept quotes.
- d. Estimation/quotation preparation shall be provided at no cost or obligation to KCDC.
- e. All estimates will be based upon the bid prices submitted in response to this solicitation.

**32. Guarantee**

The successful supplier shall guarantee all workmanship and materials to be free from defects, rust and/or peeling for a period of one year from date of final acceptance. Within five working days of notification, the supplier will correct such defects and/or deficiencies at no expense to KCDC. Final acceptance does not relieve the supplier from responsibility for latent defects or deficiencies.

**33. Inspection**

KCDC will use this schedule but it is subject to change depending on the specific work required.

- a. Once a building's surface preparation is complete, it shall be inspected and approved by KCDC or designee.
- b. After the prime coat is applied, it shall be inspected and approved before applying the finish coat.

- c. **Before the supplier's staff leave the site**, the site's Maintenance Supervisor (or designee) will walk through the units with the supplier and determine if they are ready for acceptance or not. If the work does not meet these specifications and professional standards, payment will not be made until the deficiencies are remediated.

### 34. Materials

- a. The successful supplier will provide the materials and paint. KCDC reserves the right to specify the types of materials/paint used.
- b. The supplier shall only use materials/paint compatible with existing materials/paint that will ensure proper bonding and longevity of surfaces.
- c. All finishes and colors shall match those existing unless directed otherwise by KCDC. Note that KCDC is adjusting its color schemes at certain sites.
- d. When caulk is required, the supplier will use a good quality, latex, exterior caulk such as DAP® DYNAFLEX 230® Premium Indoor/Outdoor Sealant or KCDC approved equal.
- e. KCDC has established quality and control criteria for the paint used in its facilities. Suppliers may use other brands that are equal and approved by KCDC for each specific job assignment.
  - Exterior Latex Semi-Gloss House Paint Acceptable Brand: PPG 6-500 Line or KCDC approved equal
  - Exterior Flat Latex House Paint Acceptable Brand: PPG-72 Line or KCDC approved equal
  - Oil Based Enamel Acceptable Brand: PPG-6-282Series or KCDC approved equal
  - Exterior 'Hardy' Lap Siding and Trim: Two coats of A89W01151 - SuperPaint® Exterior Latex Satin Sherwin Williams or KCDC approved equal
  - Exterior Metal Entrance Doors: Spot prime with B66W00310 - Pro Industrial Pro-Cryl® Universal Acrylic Primer. Spot prime any Rusted/Bare Metal with two coats of B54W00151 - Pro Industrial Urethane Alkyd Enamel or KCDC approved equal
  - Wood Porches, Wood Rails, Wood at Basement Entrance: Spot prime with Y24W08980 - Fast Drying Interior/Exterior Oil-Based Primer. Spot prime all bare wood with two coats of A89W00151 - SuperPaint® Exterior Latex Satin by Sherwin Williams or KCDC approved equal

- Plywood Ceilings on Porch: Spot prime with B51W00620- PrepRite® ProBlock® Interior/Exterior Latex Primer/Sealer. Spot prime any bare plywood with two coats of A89W00151 - SuperPaint® Exterior Latex Satin or KCDC approved equal
- Vinyl Shutters: Apply two coats of A89W00151 - SuperPaint® Exterior Latex Satin or KCDC approved equal
- Metal Flashing Above Porches: Apply two coats of B66W00211 - DTM Acrylic Coating Semi-Gloss by PPG or KCDC approved equal
- Wood Walkways (Clear): Apply two coats of SC0031034 - SUPERDECK® Deck & Dock Elastomeric Coating (50 G/L Low V.O.C.) Red by Sherwin Williams or KCDC approved equal
- Metal railings are to be spot primed using a primer equal to PPG 6-208 Rust Inhibitor Primer. Then the supplier will apply two coats of finish equal to DTM Acrylic Coating Semi-Gloss by PPG or KCDC approved equal

### **35. Paint Application**

- a. Supplier shall store, handle and apply all materials according to manufacturer's specifications, and in compliance with all applicable government regulations.
- b. Supplier shall install materials in accordance with manufacturer's instructions. Install material in proper relation with adjacent construction and with uniform appearance. Clean and prime area as recommended by manufacturer.
- c. All coat applications, mixing or thinning of material must be in accordance with the manufacturer's specifications.
- d. All paints shall be thoroughly stirred before removal from the containers and shall be kept stirred while used.
- e. All paint in any one-paint coat shall be hard and dry through the entire paint film before the next coat is applied. In no case shall the elapsed time between the application of the successive coats of paint to any surface be less than that recommended by the paint manufacturer.
- f. The rate of coverage per gallon for the paint to be applied shall not exceed the maximum rate recommended by its manufacturer.
- g. All coated surfaces shall be free of all dust, dirt, and contamination before succeeding coats are applied as per manufacturer's specifications.

- h. Only skilled painters shall be used for the work. Finished surfaces shall not show brush marks or other irregularities.
- i. All coats shall have uniform thickness and be free of runs, drips, sags, bubbles, pinholes, ridges, laps, and variations in color or texture. Separate coats shall conform to the dry film thickness specified and shall have a distinguishable color difference from the preceding or subsequent coats.
- j. All paint may be rolled or sprayed on all textured or plaster surfaces, provided supplier complies with all other requirements herein. The supplier will consult with KCDC staff for each work assignment as to whether paint may be applied by roller or sprayer.
- k. Top, side and bottom edges on all doors shall be painted.
- l. When primer is used, apply two coats of the approved finish wall paint.
- m. Provide "Wet Paint" signs to protect newly painted surfaces.

### 36. Preparation of Surfaces

- a. Exterior Preparation
  - Thoroughly scrape, with either scrapers or wire brushes, any rough or peeling surfaces anywhere on the exterior. Such areas shall be feather edged with sandpaper before being primed with the appropriate primer prior to the application of two coats of finish as specified.
  - Suppliers shall be responsible for the proper preparation of surfaces prior to painting which may include the removal of staples, tape or other adhesive materials as well as cleaning areas (i.e. jambs and door facing) where accumulations of dirt, grease, or grime may prevent proper paint adhesion.
  - Remove all pitch (roof tar) from gutters, flashing and fascia boards prior to the application of primer coat. Remove all pitch (roof tar) from all copper and aluminum gutters, gutter flashings and fascia. Copper and aluminum gutters, gutter flashings and fascia are not to be painted.
  - Caulk all painted window frames and doorframes prior to application of paint. Perform all glazing and caulking prior to the application of the primer coat around window glass.
  - Caulking shall include between windows and brickwork, between coping and brickwork and between coats where two coats are specified.

- Paint all doors on both sides, around top, sides and end. All doors (metal and wood), doorframes and window frames, except those having an aluminized unpainted finish, shall be painted.
- All operable windows shall open freely upon completion of work.

b. Interior Preparation

- Cracks and defects in walls, including nail holes, shall be patched before painting. All loose or scaly paint shall be scraped before painting. Such cracks and defects, up to the size of a fist, are at the expense of the supplier. Damages more than that size are to be priced separately on the pricing sheet.
- Newly constructed wall surfaces shall have all drywall nails/screws filled, seams properly taped, scratched and sanded prior to the application of texture and paint.
- Outside corners shall have metal corner bead installed prior to taping and floating (unless otherwise instructed).
- Existing textured walls shall have all voids, cracks, holes, et cetera filled with a compatible material and be clean, dry, and free of dirt/dust prior to the application of primer, texture, and paint.
- Plaster wall surfaces are to be cleaned, dry, and free of dirt and dust and all voids filled with a compatible material prior to the application of paint. These surfaces will not receive texture.
- The doors, frames and trim are to be properly sanded and prepped prior to the application of any enamel paint.
- If needed, Kilz (or equal) will be applied to the walls.
- Supplier will cover (or tape) all exposed devices prior to painting to prevent damage or accidental painting. Any such items that are painted will be restored to their original state by the supplier. This includes but is not limited to:
  - Electrical plates
  - Light Fixtures/Globes/Lenses
  - Plug ins
  - Sprinkler heads
  - Smoke detectors
- KCDC's staff will clean the areas to be painted and remove any mold or mildew.

**37. Productive Hours**

This paragraph is relevant to work priced by the hour and not to work performed for a set fee per apartment. Hours charged under this award shall be only productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery or for movement of supplier owned or rented equipment is not chargeable directly, but is overhead, and the cost shall be included in the fixed hourly rate.

The hourly rate shall also include direct labor, general and administrative overhead, taxes, insurance, profit and the cost of equipment that is normal and necessary tools of the trade.

- a. KCDC must approve overtime in advance.
- b. The supplier will not add truck mileage charges to the bill.
- c. A trip charge is permissible if indicated so on the supplier's quote sheet herein.

**38. Quality Control**

The supplier must have quality control systems (checklists, supervisors, works who crosscheck each other's works, et cetera) to successfully complete this work. Suppliers will detail their quality control system in Solicitation Document D.

**39. Resident Duties**

Many of KCDC's apartments will be occupied when the supplier is asked to paint them. In such cases, the residents have the responsibility to prepare their apartments for painting. KCDC must give the residents 48-hour advanced notice. Typically, this is accomplished by informing the residents that painting will occur during the week of "April 1 to April 7" for example. The notification will include a list of their responsibilities including:

- a. Unplugging their electronic devices (such as televisions, computers, stereos, clocks et cetera) and removing them.
- b. Removing pictures/figurines/items from the walls.
- c. Moving all over items to the center of the room for the supplier to cover with a drop cloth.
- d. Cleaning the apartment to a level suitable for painting.
- e. Should the supplier enter an apartment and find it is not suitable for painting, contact the site management for assistance. KCDC has provided a space on the pricing sheet for a cost for the supplier to move furniture if the resident is unable to do so.

**40. Resident Notification Procedure**

The site manager will conduct a home visit to notify the resident that their apartment is going to be painted and set a date for them.

The site manager will contact the supplier to let them know that scheduling is occurring in occupied units. The site manager will go to the apartment and look at the unit while explaining the process that takes place. The apartment must be in a sanitary condition. This means setting up the preparation parameters and the time and date for the paint. The site manager will set up an exact time and date to ensure the resident will be prepared to vacate the unit while it is being painted. Site managers do not allow the resident back in the unit until the paint job is complete.

#### **41. Scheduling of Work**

- a. Supplier shall cooperate with KCDC officials in performing the work so that interference with KCDC's normal program is minimized.
- b. The supplier must cooperate in scheduling work so work by other suppliers is not impeded.

#### **42. Standards**

All work shall meet the standards of ASTM D16.

#### **43. Storage**

KCDC sites have limited storage space for suppliers to access. Accordingly, suppliers are responsible for the storage of materials and their security. If possible, KCDC will allow suppliers to use space; however, the safety and security of the items stored is solely the responsibility of the supplier.

#### **44. Supplier Service Tickets**

For work not covered by the set price per apartment, the supplier shall furnish service tickets for all work performed. Each project requires individual service tickets that shall detail labor, material utilized, rental equipment and subcontractors utilized. The service tickets will show the company's name and be submitted to the Project Manager or his designee at the completion of each workday. If service tickets are not left at the site, KCDC has the right to withhold payment.

Service Tickets must include the following:

- Facility name
- Equipment name and ID number
- Personnel name, labor classification and hours worked
- Materials used
- A detailed description of work performed.

#### **45. Touch-up Paint**

The supplier will ascertain whether staff wants the touch up paint before providing it.

#### 46. Turnaround Time

- a. Work shall be completed within forty-eight hours of supplier notification.
- b. If the supplier does not complete the work within the specified time frame, the supplier will be assessed damages of \$25.00 for each day the supplier fails to meet the established deadline, unless there are delays caused by KCDC or circumstances beyond the supplier's control. Completion includes follow up work necessitated by KCDC's quality control inspection of units presented as "ready" by the supplier. Any delay that is beyond the supplier's control must be promptly documented and the circumstances clearly stated with an estimate of the amount of time or costs the project will be impacted.
- c. Supplier(s) will have 24 hours to resolve KCDC's quality control inspection of units presented as "ready" by the supplier.

#### 47. Other

- a. Appliances and furniture are to remain in the unit with a protective covering provided by the supplier.
- b. Address large holes with the Property Manager on the walk through of the unit prior to painting. The Property Manager and the supplier will decide additional costs prior to work commencing.
- c. Clean any excess paint from areas where it should not be.
- d. Walls may need a stain blocker applied in some cases. This will be determined at the walk through of the unit prior to painting. The Property Manager and the supplier will decide additional costs prior to work commencing.
- e. The supplier is responsible for damages that occur while moving items or painting.
- f. There shall be a minimum of two painters in each apartment at all times.
- g. Some units (especially high-rise units) have sprinkler heads. These must not have any paint on them. If the supplier damages sprinkler heads, the Property Manager will have the sprinkler head replaced by KCDC's authorized supplier and charge back the cost to the painting supplier.
- h. KCDC has the right to refuse painters sent by the supplier if their previous work is unsatisfactory.

- i. Supplier will remember to completely paint all assigned units (not forgetting areas such as window- sills) and remembering to remove all tape when the job is completed.
- j. All KCDC units that have been converted (and those that will convert) to PBRA will be painted as described below:
  - Ceilings are to be white in an eggshell sheen or in the existing color.
  - Walls are to be painted a like color. Kitchen and bathroom walls are to be semi-gloss and all other rooms are to be egg shell.
  - Interior doors and baseboards are to be painted white in a semi-gloss sheen or as like color. Colors will vary from property to property.
  - Some properties (such as Valley Oaks) may stained doors. In this case, the manager may want the doors re-stained.

---

***This and the preceding pages do not need to be returned to KCDC.***

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<b>Solicitation Document A</b>	<b>General Information about the Supplier</b>
--------------------------------	---

**Note: Complete all cells even if the answer is "Does not apply"**

**Sign Your Name to the Right of the Arrow**

If completing this document in Adobe, an electronic signature is acceptable to KCDC.

Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" ([www.kcdc.org](http://www.kcdc.org)) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.

**Printed Name and Title**

**Legal Corporate Name**

**Street Address**

**City/State/Zip**

**Contact Person (Please Print Clearly)**

**Telephone Number**

**Cell Number**

**Supplier's E-Mail Address (Please Print Clearly)**

**Addenda**

Addenda are at [www.kcdc.org](http://www.kcdc.org). Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.

Acknowledge addenda have been issued by checking below as appropriate:

None <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
-------------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

**Statistical Information (Check a box in each of the next four lines)**

1. This business is at least 51% owned and operated by a woman	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

2. This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

3. This business is at least 51% owned and operated by a veteran	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

4. This business is owned & operated by persons at least 51% of the following ethnic background:	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
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**Prompt Payment Discount Statement**

A \_\_\_% prompt payment discount applies when KCDC makes payment in \_\_\_ days of accurate invoicing.

**Cooperative Procurement**

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if the government so desires. Yes  No

**Conflict of Interest**

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

**Drug Free Workplace Requirements**

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

**Eligibility**

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

**General**

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

**Iran Divestment Act**

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

### **Accuracy of Electronic Copies**

10. If the supplier provides electronic copies of the bid/proposal/quote to KCDC, the supplier certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

### **General**

11. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.
12. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

### **No Contact/No Advocacy Affidavit**

13. After this solicitation is issued, any contact initiated by any supplier with any KCDC representative concerning this solicitation is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to KCDC staff or Board members. My signature signifies that no unauthorized advocacy occurred.

### **Non-Boycott of Israel Affidavit**

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

<b>Signed by</b> 	
<b>Printed Name</b> 	
<b>Title</b> 	

## Representations, Certifications, and Other Statements of Bidders

### Public and Indian Housing Programs

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#### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

*insert*

*full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization;*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000) in Solicitation Document B attached

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

*(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.*

#### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

*(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:*

*(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and*

*(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.*

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

#### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities," and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

is,  is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

is,  is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

Black Americans

Asian Pacific Americans

Hispanic Americans

Asian Indian Americans

Native Americans

Hasidic Jewish Americans

**9. Certification of Eligibility Under the Davis-Bacon Act**

**Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date) \_\_\_\_\_

(Typed or Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Company Name) \_\_\_\_\_

(Company Address) \_\_\_\_\_

**1. Experience:**

Years in business		
Years in business under this name		
Years performing this type of work		
Value of work now under contract		
Value of work in place last year		
Number of clients		
Will this make KCDC your largest client?		
Percentage of work usually self-performed (Not sub-contracted)		
Has your firm:		
Failed to complete a contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Been involved in bankruptcy or reorganization?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Pending judgment claims or suits against firm?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
What company do you use for pre-employment criminal background checks?		

**2. Safety:**

Have you had any OSHA fines within the last three years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have you had any job-related fatalities within the last five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If you have answered <b>YES</b> to either of the above questions, you <b>MUST</b> submit, on a separate sheet, the details describing the circumstances surrounding each incident.		

**3. Personnel, Equipment & Materials:**

How many total employees does your company employ?		
<b>Area</b>	<b>Fulltime</b>	<b>Part Time</b>
Painters		
Clerical		
Management		
<b>Total Employees working for your company</b>		

**4. Response Time**

Item	Hours
For giving quotes	
For starting work when a purchase order is issued	

5. **Subcontractors that may be used (if applicable). KCDC expects outreach to small, woman and minority owned businesses.**

Name	Service Provided	Small Business	Woman Owned	Minority Owned
Company 1:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 2:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 3:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 4:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company 5:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

6. **Quality Control**

Detail your quality control plan (such as Work Checklists, Quality Control staff, Supervisor Review, Employees Crosschecking Each Other's Work, et cetera).

7. **Renovation, Repair and Painting Rule experience (i.e., Lead Based Paint certification).**

Include a copy of the certification (if any).

Provide three references as similar in nature and scope to this project as possible. A firm may only be listed as a reference once - even if you have completed multiple projects/jobs for them.

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began/Ended	
Approximate Dollar Value of the Contract	\$

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began/Ended	
Approximate Dollar Value of the Contract	\$

Name of Business	
Contact Person	
Contact Person Title	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began/Ended	
Approximate Dollar Value of the Contract	\$

**Notes to cost:**

1. Some sites ask for a cost per unit including the ceiling and this means these ceilings are not popcorn ceilings.
2. Cagle Terrace’s cost per unit excludes painting the ceiling.
3. Cagle Terrace’s cost for painting the ceiling is popcorn ceilings only.
4. Cagle Terrace’s “add” for the removal of popcorn ceiling includes preparation and paint. These have asbestos and KCDC has a company under contract for such work. However, if your company happens to have asbestos certification, KCDC will entertain a cost quote.

Site	Autumn Landing					
Address	6331 Pleasant Ridge Road Knoxville, TN 37921					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	NA	738	840	1,190	1,441	NA
Number of Units	0	30	46	18	8	0
Unit Cost including ceiling	NA	\$	\$	\$	\$	NA

Site	Cagle Terrace					
Address	515 Renford Drive Knoxville, TN 37919					
	1 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	418	528	NA	NA	NA	NA
Number of Units	20	253	0	0	0	0
Unit Cost	\$	\$	NA	NA	NA	NA
Add for Ceiling	\$	\$	NA	NA	NA	NA
Add for Removal of Popcorn Ceiling	\$	\$	NA	NA	NA	NA

Site	The Cottages at Clifton					
Address	Clifton Avenue, Knoxville					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	NA	600	NA	900	NA	NA
Number of Units	0	50	NA	3	NA	NA
Unit Cost including ceiling	NA	\$	NA	\$	NA	NA

Site	First Creek					
Address	1250 Burge Avenue Knoxville, TN 37919					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	NA	671 -758	764 - 857	1,198- 1,340	1,471	NA
Number of Units	0	46	38	17	4	0
Unit Cost including ceiling	NA	\$	\$	\$	\$	NA

Site	Five Points Properties					
Address	381 McConnell Knoxville, TN 37915					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	652	578	739	1,400	1,646	1,883
Number of Units	68	269	156	85	27	4
Unit Cost with ceiling	\$	\$	\$	NA	NA	NA
Other Configurations	2-Bedroom Duplex	Square Footage:		1,128	Cost Each	\$
	3-Bedroom Duplex	Square Footage:		1,384	Cost Each	\$
	3-Bedroom House	Square Footage:		1,495	Cost Each	\$
	6-Plex with 1 level downstairs	Square Footage:		1,290	Cost Each	\$
	6-Plex with 1 level upstairs	Square Footage:		1,206	Cost Each	\$
	6-Plex 2 level	Square Footage:		1,273	Cost Each	\$

Site	Guy B. Love Towers					
Address	1171 Armstrong Avenue Knoxville, TN 37917					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	371	529	703	1,375	NA	NA
Number of Units	104	116	28	1	0	0
Unit Cost	\$	\$	\$	\$	NA	NA
Add for Ceiling	\$	\$	\$	\$	NA	NA
Add for Removal of Popcorn Ceiling	\$	\$	\$	\$	NA	NA

Site	Isabella Towers					
Address	1515 Isabella Circle Knoxville, TN 37915					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	Low Rise Type A with Porch- 363  Low Rise Type B No Porch-368  Low Rise Type B -560  High Rise-349	560				
Number of Units	215	21	0	0	0	0
Unit Cost	\$	\$	NA	NA	NA	NA
Add for Ceiling	\$	\$	NA	NA	NA	NA
Add for Removal of Popcorn Ceiling	\$	\$	NA	NA	NA	NA

Site	Lonsdale Homes					
Address	2020 Minnesota Avenue Knoxville, TN 37921					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	NA	612	774	903	1,157	NA
Number of Units	0	13	169	73	5	0
Unit Cost including ceiling	NA	\$	\$	\$	\$	NA

Site	Mechanicsville					
Address	2020 Minnesota Avenue Knoxville, TN 37921					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	NA	NA	786	1,010	NA	NA
Number of Units	0	0	14	8	0	0
Unit Cost including ceiling	NA	NA	\$	\$	NA	NA

Site	Montgomery Village					
Address	4530 Joe Lewis Road Knoxville, TN 37920					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	NA	Upper: 547 Lower: 555	784	1,010	1,144	1,258
Number of Units	0	108	86	112	42	36
Unit Cost including ceiling	NA	\$	\$	\$	\$	\$

Site	Nature's Cove					
Address	6331 Pleasant Ridge Road Knoxville, TN 37921					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	NA	624	768	1,120	1,334	NA
Number of Units	0	28	49	16	2	0
Unit Cost including ceiling	NA	\$	\$	\$	\$	NA

Site	North Ridge Crossing					
Address	712 Breda Drive Knoxville, TN 37918					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	NA	525	1 Floor: 720 2 Floors: 754	1 Floor: 890 2 Floors: 940	1 Floor: 1,120 2 Floors: 1,164	1,313
Number of Units	0	20	92	141	10	5
Unit Cost including ceiling	NA	\$	\$	\$	\$	\$

Site	Northgate Terrace					
Address	4301 Whittle Springs Road Knoxville, TN 37917					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	380	Main: 525 1s Floor: 519	874	NA	NA	NA
Number of Units	250	26	1	0	0	0
Cost per Unit	\$	\$	NA	NA	NA	NA
Add for Ceiling	\$	\$	NA	NA	NA	NA
Add for Removal of Popcorn Ceiling	\$	\$	NA	NA	NA	NA

Site	Valley Oaks Apartments					
Address	712 Breda Drive Knoxville, TN 37917					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	NA	NA	764	NA	NA	NA
Number of Units	0	0	48	0	0	0
Unit Cost including ceiling	NA	NA	\$	NA	NA	NA

Site	The Verandas					
Address	14530 Joe Lewis Road Knoxville, TN 37920					
	Efficiency	1 Bedroom	2 Bedroom	2 Bedroom End Unit	4 Bedroom	5 Bedroom
Square Footage	NA	588	922	962	NA	NA
Number of Units	0	34	8	0	0	0
Unit Cost including ceiling	NA	\$	\$	NA	NA	NA

Site	The Vista at Summit Hill					
Address	957 East Hill Avenue Knoxville, TN 37915					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	3 Bedroom Penthouse	5 Bedroom
Square Footage	NA	594	781	972	1,199	NA
Number of Units	0	42	97	16	20	0
Unit Cost including ceiling	NA	\$	\$	NA	NA	NA

Site	Western Heights (3-1)					
Address	1621 Jourolman Avenue Knoxville, TN 37921					
	1 Bedroom Lower	1 Bedroom Upper	2 Bedroom	3 Bedroom 2 Story	3 Bedroom Flat	5 Bedroom
Square Footage	515	536	728	775	775	NA
Number of Units	48	48	104	36	8	NA
Unit Cost including ceiling	NA	\$	\$	\$	\$	NA

Site	Western Heights (3-4)				
Address	1621 Jourolman Avenue Knoxville, TN 37921				
	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Square Footage	Lower: 584 Upper: 613	1 Story: 710 2 Story: 792	1 Story: 912 2 Story: 830	Lower: 993 Upper: 1,085	1,350
Number of Units	28	82	56	20	5
Unit Cost including ceiling	\$	\$	\$	\$	\$

<b>Costs for Non-Apartment Specific Services</b>		
<b>Item</b>	<b>Rate</b>	<b>Unit of Measure</b>
Exterior Painting Services – Regular Time	\$	Per hour
Graffiti Removal – Regular Time	\$	Per hour
Interior Painting Services – Non-Unit Specific	\$	Per Hour
Pressure Washing Services	\$	Per Square Foot
Cost for Drywall Repairs/Hole Patching when the damage is larger than a fist.	\$	
Cost for Painting the Exterior of Apartment Doors (when requested)	\$	Each
Cost for Staining the Exterior of Apartment Doors (when requested):	\$	Each
Cost to Remove Popcorn Ceiling	\$	Square Foot
Cost to Paint Ceiling	\$	Square Foot
Cost to Move Furniture	\$	Per Hour
Minimum Charge – If Applicable-For Painting Requests not in Units	\$	Each
Number calendar days guaranteed to respond once purchase order is received by supplier		Days

## 1. INSURANCE

The Supplier shall maintain, at Supplier's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better. Upon award, the Supplier shall provide Certificate(s) of Insurance and amendatory endorsements to KCDC evidencing said insurance coverages. **See paragraph "e" for exact naming of certificate holder and additional insureds (Owner Entities).**

The Supplier agrees the insurance requirements herein as well as KCDC's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier under this contract. KCDC's failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Supplier to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Supplier under this contract.

- a. **Commercial General Liability Insurance:** occurrence version general liability insurance including contractual liability with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations for one year after completion of the Project(s). Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes the **Owner Entities** as additional insureds with respect to the Supplier's ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

- b. **Commercial Automobile Liability Insurance:** in an amount not less than \$1,000,000 (combined single limit) for all owned, hired, and non-owned vehicles utilized by Supplier in connection with the Project. Coverage is to include coverage for loading and unloading hazards.

Such insurance shall contain or be endorsed to contain a provision that includes the **Owner Entities** as additional insureds.

- c. **Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws.

**d. Pollution Liability Insurance:** Supplier shall maintain pollution liability coverage, ISO CG 0039, or equivalent. If the coverage is written on a claims-made form:

1. The “Retro Date” must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by KCDC.
3. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Supplier must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work

**e. Other Insurance Requirements:**

1. Upon award, Supplier shall furnish KCDC with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.
2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit Supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should supplier enter into such an agreement on a pre-loss basis.
3. A **minimum 30-day cancellation notice** for all insurances (by endorsement if necessary) is required.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
5. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.

7. All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) / Professional Liability and Pollution Liability which may be claims made coverage.
8. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the Supplier.

**f. Certificate Holder and Additional Insureds:**

The **Certificate Holder** shall be:

KCDC  
901 N Broadway  
Knoxville, TN 37917

**Additional Insureds:**

**Owner Entities** are defined as those entities listed below and shall be provided all insurance coverages, limits, and endorsements included herein including additional insured status. Provided Supplier's insurer(s) permits, the entities listed below can be identified collectively as "**Owner Entities**":

KCDC, its officials, officers, employees, and volunteers  
Eastport Development, LP  
Five Points 1 LP  
Five Points 2 LP  
Five Points 3 LP  
Five Points 4 LP  
Bell Street LP  
Bells Street 2 LP  
Bell Street 3 LP  
Lonsdale, LP  
North Ridge Crossing, LP  
Vista at Summit Hill, LP  
Montgomery Village Corporation  
Cagle Terrace Corporation

*(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all coverages and terms apply to **all Owner Entities**.)*

- g. **Right to Revise or Reject:** KCDC reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability or affordability of coverage.
- h. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of the Owner Entities, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.

<b>Certificate Holder</b>	KCDC 901 N Broadway Knoxville, TN 37917
<b>Additional Insureds (Owner Entities) (can be identified collectively as Owner Entities)</b>	KCDC, its officials, officers, employees, and volunteers Knoxville’s Housing Development Corporation (KHDC) Eastport Development, LP Five Points 1 LP Five Points 2 LP Five Points 3 LP Five Points 4 LP Bell Street LP Bell Street 3 LP Lonsdale, LP North Ridge Crossing, LP Vista at Summit Hill, LP Montgomery Village Corporation Cagle Terrace Corporation
<b>GL (Supplier &amp; Subcontractors)</b>	\$1M / \$2M (including contractual liability)
<b>Auto (Supplier &amp; Subcontractors)</b>	\$1M (owned, hired, & non-owned)
<b>WC &amp; Employers Liability (Supplier &amp; Subcontractors)</b>	Statutory limits
<b>30-day cancellation (Supplier &amp; Subcontractors)</b>	Required– must indicate on COI
<b>Primary non-contributory (Supplier &amp; Subcontractors)</b>	Required – must indicate on COI
<b>Waiver of Subrogation (Supplier &amp; Subcontractors)</b>	Required – must indicate on COI

***(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all coverages and terms apply to all Owner Entities.)***

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***This and the preceding 3 pages do not need to be returned to KCDC.***

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I have reviewed these insurance requirements with the bidder/proposer named below and have told the bidder/proposer that the required coverage will be available and have advised the bidder/proposer of any additional costs that may be entailed with the coverages.

Insurance Agency 1 Name: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Insurance Agency 2 Name: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Insurance Agency 3 Name: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

**Bidder's/Proposer's Statement and Certification:**

I certify that:

1. I have reviewed these requirements with my insurance agent(s).
2. If awarded the contract, I and my subcontractors (if any) will comply with the insurance requirements herein.
3. I/my insurance agency take no exceptions to the listed insurance requirements.
4. My subcontractors (if any) take no exceptions to the listed insurance requirements.

Bidder's Name: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

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***Return this page with your bid.***

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